

# **EXHIBIT C**



## Fitbit Limited Warranty

Last update: July 8, 2020

(You can find the earlier version(s) in our [archive](#).)

### Return Policy

Looking for Fitbit's return policy? It's moved! See our [\*\*Terms of Sale\*\*](#).

### Limited Product Warranty

#### **LIMITED PRODUCT WARRANTY FOR NEW PRODUCTS**

Fitbit warrants to the original purchaser that your Fitbit-branded device and accessories that are new (the "New Product(s)") shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase, except that if you reside in the European Economic Area (EEA) and you purchased your Fitbit product in the EEA, the warranty period is two (2) years from the date of purchase (the "New Product Warranty Period").

#### **LIMITED PRODUCT WARRANTY FOR REFURBISHED PRODUCTS**

Fitbit warrants to the original purchaser that your Fitbit-branded device and accessories that are certified refurbished by or on behalf of Fitbit (the "Refurbished Product(s)") shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase (the "Refurbished Product Warranty Period").

The New Products and Refurbished Products shall be collectively referred to herein as the “Product(s)”. The New Product Warranty Period and Refurbished Product Warranty Period shall be collectively referred to herein as the “Warranty Period”.

## REMEDIES

If such a defect arises and a return authorization request is received by Fitbit within the applicable Warranty Period, Fitbit will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts or (2) replace the Product with a New Product or Refurbished Product. In the event of such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. These Limited Product Warranties are valid only in the jurisdictions where the Products are sold by Fitbit itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer, or for any additional period of time that may be required by applicable law.

## HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service, you must have a return authorization. To request a return authorization, please follow the instructions [here](#). The return authorization number must be included along with your returned Product. You must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Fitbit. As may be required by applicable law, Fitbit may require you to furnish proof of purchase details and/or comply with other requirements before receiving warranty service. It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during warranty service, and Fitbit will not be responsible for any such loss.

## AVAILABILITY OF REPAIR FACILITIES/SPARE PARTS

Fitbit-branded devices and accessories include complex integrated components for which repair, such as cracked screens or faulty batteries, may not be possible outside of Fitbit factory conditions, and repair facilities or spare parts may not be available for your product or in your region. Therefore, goods presented for repair may be replaced by refurbished goods of equivalent type rather than being repaired. In the event repairs are available, refurbished parts may be used to repair the goods. Repair or replacement of

goods which are capable of retaining user-generated data may result in loss of that data. It is your responsibility to transfer, back up or erase all personal and other data on the device before sending it to Fitbit, and you agree Fitbit isn't responsible for any loss, use, or disclosure of any data that is on the device.

## EXCLUSIONS AND LIMITATIONS

Fitbit does not warrant that the operation of the Product will be uninterrupted or error-free. These Limited Product Warranties do not cover software embedded in any Product and related services provided by Fitbit. See the Fitbit **Terms of Service** for details of your rights with respect to use of the software and related services.

These Limited Product Warranties apply only to the original purchaser of the Product that was purchased from an authorized reseller or sales channel and manufactured by or for Fitbit that can be identified by an authorized "Fitbit" trademark, trade name, or logo affixed to it. Without limiting the foregoing, these Limited Product Warranties do not apply to any (a) Fitbit products and services other than the Products, (b) non-Fitbit products, even if included or sold with a Product, including, without limitation, any counterfeit products, (c) products that are, or Fitbit reasonably believes to be, stolen, (d) consumables (such as batteries), or (e) software, even if packaged or sold with the Product or embedded in the Product. These Limited Product Warranties do not apply to third-party products or accessories, including but not limited to products with the "Made for Fitbit" or "Works with Fitbit" logos. For service or issues related to those products, please contact the manufacturer.

These Limited Product Warranties do not apply to a Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who is not authorized by Fitbit, nor does it apply to any cosmetic damage such as scratches and dents. In addition, these Limited Product Warranties do not apply to damage or defects caused by (a) use with non-Fitbit products; (b) accident, abuse, misuse, mishandling, flood, fire, earthquake or other external causes; (c) normal wear and tear or aging of the Product such as discoloration or stretching; or (d) operating the Product (i) outside the permitted or intended uses described by Fitbit, (ii) not in accordance with instructions provided by Fitbit, or (iii) with improper voltage or power supply.

No Fitbit reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to these Limited Product Warranties. If any term contained herein

is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

### **IMPLIED WARRANTIES**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

### **LIMITATION OF DAMAGES**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FITBIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, EVEN IF FITBIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **GOVERNING LAW**

These Limited Product Warranties shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

### **NATIONAL STATUTORY RIGHTS**

CONSUMERS IN SOME JURISDICTIONS MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING, WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44. THESE RIGHTS ARE NOT AFFECTED BY THE WARRANTIES STATED ABOVE.

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